

Frontier's Third Amended Third-Party Complaint, attached hereto as Exhibit A, on the date of the alleged incident, Frontier's air service operations at the Austin-Bergstrom International Airport ("ABIA") were performed solely by third-party vendors hired by Frontier. During the period of time in which Plaintiff sustained her alleged injuries, FSS was engaged as a third-party vendor pursuant to a written contract whereby FSS was to perform certain "ground-handling" services at ABIA on Frontier's behalf. Accordingly, Frontier initially tendered this lawsuit to FSS when it was served with Plaintiff's original complaint. However, FSS rejected Plaintiff's claim, pointing to third-party defendant Huntleigh USA Corporation ("Huntleigh") as the third-party vendor engaged on the date of alleged incident primarily responsible for Plaintiff's alleged injuries.

2. Huntleigh has appeared in this action and has filed a motion to dismiss all claims against it. Although there has been no formal discovery to date in this action, during Frontier's investigation and preparation for its opposition to Huntleigh's motion to dismiss, new and additional information was discovered relating to FSS and the incidents which lead to Plaintiff's alleged injury, as further described in Frontier's Third Amended Third-Party Complaint. *See* Exhibit A.

II.

FSS NECESSARY PARTY TO ACTION

3. Frontier has been targeted by Plaintiff for the recovery of damages to compensate for the alleged injuries Plaintiff incurred while boarding Frontier's aircraft. However, because it was FSS's contractual obligation to oversee and perform the ground-handling operations for Frontier at ABIA, FSS is responsible for the conditions of which Plaintiff complains and which may have been the proximate cause of Plaintiff's injuries, if any. As the evidence will show, Frontier has reason to believe that further discovery will allow this Court to determine the acts, omissions,

and proportionate responsibility of the third-party defendants, including FSS. Therefore, Frontier would submit that both principals of law and equity should allow Frontier leave to join FSS in this action and designate it as a responsible third-party defendant pursuant to Federal Rule of Civil Procedure 14.

WHEREFORE, PREMISES CONSIDERED, Defendant and Third-Party Plaintiff Frontier Airlines, Inc. prays for leave to join Third-Party Defendant Flight Systems & Services, Inc., to file the Third Amended Third-Party Complaint, attached hereto as Exhibit A, and for such other and further relief, at law or in equity, to which the parties may be justly entitled.

DATED: December 13, 2017

Respectfully submitted,

By: /s/ Patrick J. Comerford
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INC.**

CERTIFICATE OF SERVICE

I hereby certify that on December 13, 2017, I electronically filed the foregoing with the Clerk of the Court using the CM/ECF system which will send notification of such filing to the following:

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